

Special Milk Program Contract Manual

Version 1.2 – April 2013
Wisconsin Department of Public Instruction
School Nutrition Team

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New Agencies

If you do not have a six-digit agency code provided by the School Nutrition Team at DPI, and this is your first time entering a contract for School Nutrition Programs, please follow these instructions:

1. Contact the DPI School Nutrition Team consultants (see the last page of this manual for contact information) to obtain a *temporary* agency code and a *temporary* password.
2. Follow the directions in the rest of this manual. Use this temporary agency code and the temporary password to log-in.

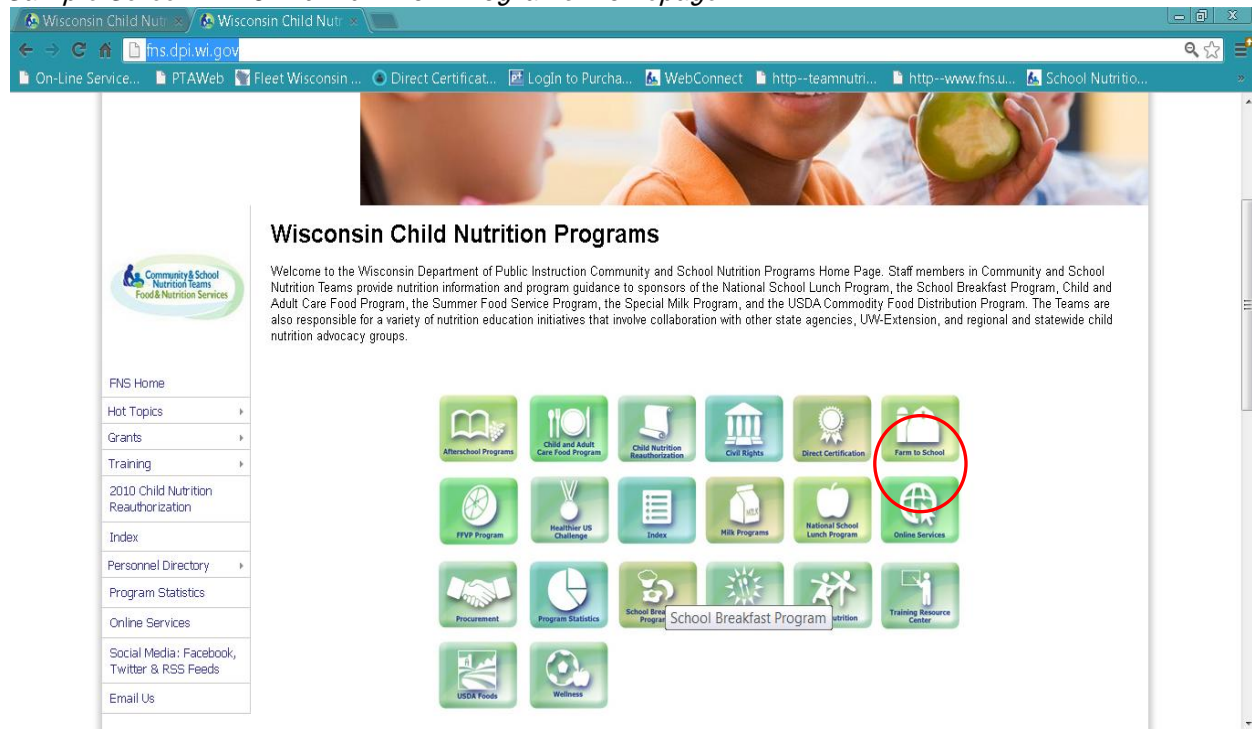
Special notes for new agencies:

- a. For **Schedule “A”**, you will need to enter *all* schools in your School Food Authority (SFA).
 - b. If you are a private SFA, or a Residential Child Care Institution (RCCI,) you will need to complete the Federal Awards Expended screen. You will need to know the amount of federal funding you have received under various programs. If you have nothing to report, please enter zeroes (0) to continue.
 - c. If you have questions while entering your contract for the first time, please call the School Nutrition Team at 608-267-9228 and ask for your nutrition program consultant.
3. If you need to make changes to your contract between the time that you enter it, and the time that a consultant begins to approve it, you may continue to access the site using your temporary agency code and temporary password. Once the consultant starts working on your contract, you will not be able to make any changes until it is approved.
 4. Once your contract is approved, you will receive a letter with a *permanent* agency code and a *permanent* password. At that point, you will no longer be able to use the temporary log-in information. Using your *permanent* log-in information, you will be able to access the site and view or modify your contract at any time.

Entering the Food and Nutrition Site

1. Go to <http://fns.dpi.wi.gov/> (See *Sample Screen 1*, below)
 - a. There are a series of buttons in the middle of the page.
 - b. Click on the **“Online Services”** button, which will bring you to the Online Services page (See *Sample Screen 2* on page 4).

Sample Screen 1 – Child Nutrition Programs Homepage



- After you click this button, you will be brought to the Online Services page (*Sample Screen 2*). Please bookmark this page for quick access to your contracts and claiming website and other DPI online services.

Sample Screen 2– DPI Online Services



- There are three buttons across the top of the page. The one on the left is “Online Services Log-in”. Scroll over this button, and click “Contracts and Claims,” the first link in the drop-down menu that appears (See *Sample Screen 3*, below).

Sample Screen 3– DPI Online Services Page – Drop-down Menu



- This will bring you to a log-in screen (*Sample Screen 4*, below) where you will be able to log in using your agency code and password, and access your agency’s contract.


- a. Do not bookmark this log-in screen – if you wish to make a bookmark, please go back to Step 2 and bookmark at that point.

Sample Screen 4 – Log-in Page




Welcome to Wisconsin Child Nutrition Programs On-line Services

Submit Claims for Home Sponsor, National School Lunch Program, School Breakfast Program, Summer Food Program, Child and Adult Care Food Program, Special Milk Program & Revise Programs Contracts Informations.



Community and School Nutrition PROGRAMS
Wisconsin DPI

 LOG IN

Agency Code

Password

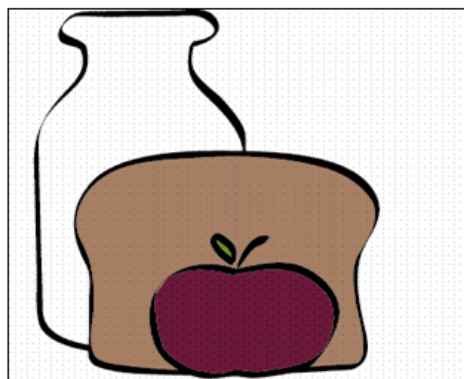
5. Enter your agency code – This is your six-digit agency code/agreement number.
 - a. Do not use hyphens - use only the numerals in the agency code.
 - b. Do not enter leading zeroes: For example, if your agency code is “012345”, only enter “12345”.
6. Type in your agency-specific password; this is the password assigned to you by DPI for ordering USDA Foods, claiming reimbursement, and for contract purposes. If you have forgotten this password, please see [Troubleshooting](#) on page 21.
7. Click the “Submit” button.
8. The “Reset” button will clear all data entered in fields so it may be re-entered.
9. Time limit on entering data - A timer starts from the moment you enter the contract site. If no activity occurs for 30 minutes, you will receive an error message and need to return to the main “Log In” screen. Any movement on a page at all (such as going from one screen to another or moving to another entry field on the same page) will reset the 30-minute timer.

Once you are logged in, a menu of options will appear at the top of the screen.

How to Navigate the System

The Blue Menu Bar

Sample Screen 5



On this screen, you can see the following menu options:

Home Day Care: this is for Home Day Care providers only.

School Nutrition Program: This is for school agencies participating in child nutrition programs.

Community Nutrition Program: This is for agencies participating in the Child and Adult Care Food Program (CACFP).

Summer Food Program: This is for sites participating in the Summer Food Service Program (SFSP).

Special Milk Program: This is for agencies (school or non-school) participating in the Special Milk Program.

Other Services: This button links to the DUNS number entry page for agencies new to the DPI Child Nutrition Programs.

Log Out: This is where you can click, at any page on the website, to log out of your contract account. When you logout, you will need to re-enter your agency code and password to re-enter the FNS web site.

Click the button on the blue bar titled “Special Milk Program” (*see Sample Screen 5, above*).

This will change the yellow menu options. Notice that the blue “Special Milk Program” button is now highlighted white (*see Sample Screen 6, next page*).

Sample Screen 6



The Yellow Menu Bar

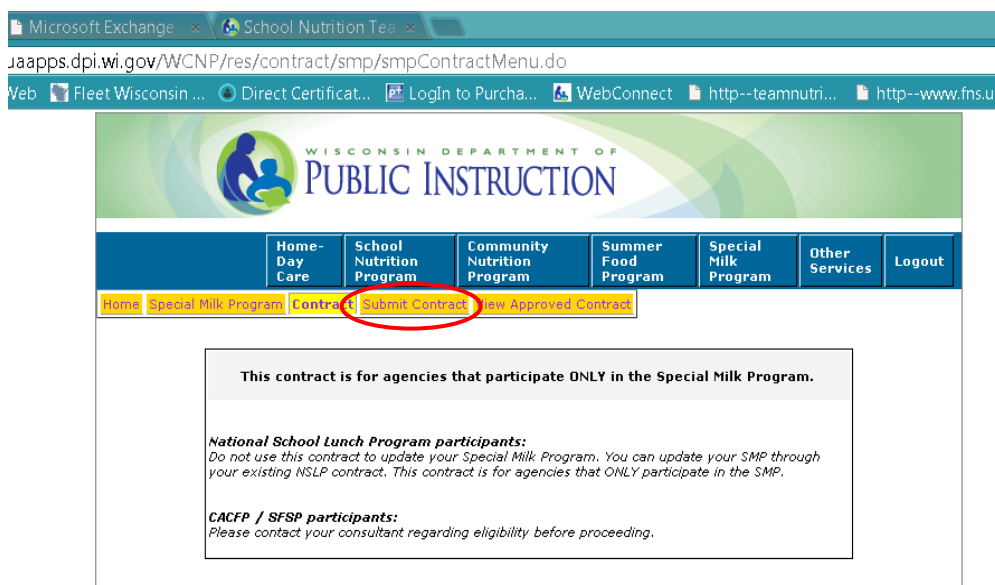
On this screen (*see Sample Screen 6*), you can see the following menu options:

Claim Reimbursement - Use to enter Special Milk Program reimbursement claims, revise unpaid claims and review paid claims for all programs from this link. (Directions are not in this manual)

Contract - Use to access the school contract information to view, update and submit contract changes.

1. Click on “Contract” on the far right of the yellow menu options.
 - a. This will again change the yellow menu options. Notice that the yellow “Contract” button is now highlighted in a lighter color to show that this is the page you are viewing.

Sample Screen 7 – Submit Contract



2. Click on “Submit Contract” in the yellow menu options. You may notice that the yellow menu options list out all the options you’ve clicked on. (*See Sample Screen 7*)
3. Clicking on “Submit Contract” will bring you to the first screen where you enter information for your contract.

Entering the Special Milk Program Contract Area

NOTE: When you are in the “**Submit Contract**” section of the site, you must continue through the entire contract and click on “Submit” at the end. Do not just log out or close the website – logging out or closing the website without clicking the “Submit” button at the end will leave your contract “open” so that DPI cannot access it.

Contract Preparer/Enterer

You will need to fill out this information each time you enter the contract to help DPI track changes made to the contract. An email address for the Contract Preparer is required (*see Sample Screen 8*).

Sample Screen 8– Contract Enterer Information

	Home- Day Care	School Nutrition Program	Community Nutrition Program	Summer Food Program	Special Milk Program	Other Services	Logout
--	-------------------	--------------------------------	--------------------------------	---------------------------	-------------------------	-------------------	--------

Home Contract **Submit Contract**

Special Milk Program 2013-2014 Application
Contract Enterer Information

139999 - Test Agency


[Contract Preparer/Enterer Information]

Please fill in all requested information. It will be used to contact the agency for any questions regarding the submitted Application.

First Name Last Name

Phone Number Extension

Email

 **CONTINUE**

When you have finished entering the information, click the “**Continue**” button at the bottom of page.

Note: When entering phone number, phone extensions, or fax numbers, do not enter any symbols (such as -, () or /) or spaces in the field. Enter numerals only. If there is no fax number or no phone extension, leave the field blank.

General Information

„Note: All fields must be completed.


Sample Screen 8– General Information

Special Milk Program 2013-2014 Application	
General Information	
139999 - Test Agency	
<i>To apply for participation in the Special Milk Program complete the application along with school/site(s) information and submit it to DPI. Collection of this information is a requirement of the SMP.</i>	
(Do not enter dashes in phone/fax numbers)	
General Information	
Agency Name	Test Agency
Federal Employer Identification Number	123456789
Congressional District	4
CESA No.	01
County	Milwaukee
Type of SFA/Sponsoring Agency	Public
Sponsoring Agency Description	<input type="radio"/> Child Care Institution <input type="radio"/> Out-Side-Schools-Hours Care Center <input checked="" type="radio"/> School Agencies <input type="radio"/> Nonprofit Summer Camp for Children <input type="radio"/> Homeless Feeding Site <input type="radio"/> Other
Agency Street Address	
Street Address	123 Main Street
City	Milwaukee
Zip	12345
Mailing Address (Enter even if it is the same as the street address listed above)	
Street/P.O. Box	123 Main Street
City	Milwaukee
Zip	12345
Agency Contacts Information	
Authorized Representative	
Title	Business Manager
First Name	Dilly
Last Name	Duck
Phone Number	414222222
Fax Number	414333333
Email Address	test@testagency.com
Monthly Claim Preparer	
Title	Manager/Bookkeeper
First Name	Daffy
Last Name	Duck
Phone Number	412222222
Email Address	test1@testagency.com

Continued on next page...

Sample Screen 8– General Information – Continued

Milk Plan Information	
Type of Plan	
<input checked="" type="radio"/> Nonpricing Plan	Milk is not sold to children, but is provided without charge or included in tuition or boarding fees or paid by private donation or endowment
<input type="radio"/> Pricing Plan	Milk is sold to children under a separate established charge and maximum use is made of program reimbursements to reduce to the extent possible, the price per half pint which children pay for milk. Check One: Agency's option regarding milk for needy students. <i>(The provision of milk free to children eligible for free milk is not a requirement under a pricing plan, it is a local option.)</i> <ul style="list-style-type: none"><input type="radio"/> Milk available under the Special Milk Program will not be provided free to children eligible for free milk, all children will be charged the same price and in accordance with the appropriate Policy Statement.<input type="radio"/> Milk available under the Special Milk Program will be provided free to children eligible for free milk in accordance with the appropriate Policy Statement, and children not eligible for free milk will pay the established price<input checked="" type="radio"/> None

 CONTINUE

Part 1: General Information

See Sample Screen 8.1, next page.

1. Agency Name: This is the name of the agency that is contracting with DPI. If you have multiple locations (sites), this will be the name of the organization that runs all of the different sites.
2. Enter the Agency's Federal Employee Identification Number.
3. If you do not know the Congressional District information for your school, click on the link: www.legis.state.wi.us. Then click on "Who are my Legislators?" to find the district number.
4. If you do not know what CESA you are in, please look on the map available at http://lbstat.dpi.wi.gov/lbstat_newmap2.
5. Please select whether your agency is public or private.
6. Sponsoring Agency Description: Select School Agencies.
7. For Agency Street Address, enter the street address for the agency, *not* a PO Box.
8. Enter the Mailing Address to be used for DPI mailings. You must enter this, even if it is the same as the agency address. You may use a PO Box in this field.

Sample Screen 8.1 – General Information

Special Milk Program 2013-2014 Application General Information 139999 - Test Agency	
<i>To apply for participation in the Special Milk Program complete the application along with school/site(s) information and submit it to DPI. Collection of this information is a requirement of the SMP. (Do not enter dashes in phone/fax numbers)</i>	
General Information	
Agency Name	Test Agency
Federal Employer Identification Number	123456789
Congressional District	4
CESA No.	01
County	Milwaukee
Type of SFA/Sponsoring Agency	Public
Sponsoring Agency Description	<input type="radio"/> Child Care Institution <input type="radio"/> Out-Side-Schools-Hours Care Center <input checked="" type="radio"/> School Agencies <input type="radio"/> Nonprofit Summer Camp for Children <input type="radio"/> Homeless Feeding Site <input type="radio"/> Other
Agency Street Address	
Street Address	123 Main Street
City	Milwaukee
Zip	12345
Mailing Address (Enter even if it is the same as the street address listed above)	
Street/P.O. Box	123 Main Street
City	Milwaukee
Zip	12345

Part 2: Agency Contacts Information

See Sample Screen 8.2, below.

1. Authorized Representative: The authorized representative of your agency is the person who is authorized to make this contract with DPI. This person must list an email address.
2. Monthly Claim Preparer: Please list the person who enters the monthly Special Milk Program claims for reimbursement.
3. Sample Screen 8.2 – Agency Contacts Information

Agency Contacts Information	
Authorized Representative	
Title	Business Manager
First Name	Dilly
Last Name	Duck
Phone Number	414222222
Fax Number	414333333
Email Address	test@testagency.com
Monthly Claim Preparer	
Title	Manager/Bookkeeper
First Name	Daffy
Last Name	Duck
Phone Number	412222222
Email Address	test1@testagency.com

Part 3: Milk Plan Information

See Sample Screen 8.3, next page.

1. This section is where you will select which pricing plan your agency will use.
 - a. Non-Pricing Plan: Select this plan if you do not charge students for milk (either milk is provided for free, or it is included in tuition).
 - b. Pricing Plan: Select this option if you charge students for milk. If you select this option, you will then need to select an option regarding free milk to eligible students.
 - i. *Milk available under the Special Milk Program will not be provided free to children eligible for free milk; all children will be charged the same price and the Policy Statement.* Chose this option if you will not be providing free milk to eligible children.
 - ii. If you will be providing free milk to eligible children (which requires the collection and determination of applications), select the option *Milk available under the Special Milk Program will be provided free to children eligible for free milk in accordance with the Policy Statement, and children not eligible for free milk will pay the established price.*

Sample Screen 8.3– Milk Plan Information

Milk Plan Information

Type of Plan

☒ Nonpricing Plan

Milk is **not sold** to children, but is provided without charge or included in tuition or boarding fees or paid by private donation or endowment

☐ Pricing Plan

Milk **is sold** to children under a separate established charge and maximum use is made of program reimbursements to reduce to the extent possible, the price per half pint which children pay for milk.

Check One: Agency's option regarding milk for needy students. *(The provision of milk free to children eligible for free milk is not a requirement under a pricing plan, it is a local option.)*

☐ Milk available under the Special Milk Program will not be provided free to children eligible for free milk, all children will be charged the same price and in accordance with the appropriate Policy Statement.

☐ Milk available under the Special Milk Program will be provided free to children eligible for free milk in accordance with the appropriate Policy Statement, and children not eligible for free milk will pay the established price

☒ None

 CONTINUE

2. When you have entered information in all the fields, click the “Continue” button. If any information is missing, you will be returned to the page with a “Validation Error” – the error will list what information is missing. (See Sample Screen 9, below)

Sample Screen 9– Validation Error

	Home-Day Care	School Nutrition Program	Community Nutrition Program	Summer Food Program	Special Milk Program	Other Services	Logout
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Home Submit Contract

Validation Error:- You must correct the following error(s) before proceeding:

- Last Name is required.

**Special Milk Program 2012-2013 Application
General Information**

139999 - Test Agency

*To apply for participation in the Special Milk Program complete the application along with school/site(s) information and submit it to DPI. Collection of this information is a requirement of the SMP.
(Do not enter dashes in phone/fax numbers)*

Policy Statement

Note: This screen has 4 sections. If you do not offer free milk to eligible students, only fill out Part 1. If you do offer free milk to eligible students, you will need to fill out Parts 2, 3 and 4.

Part 1: Milk Accountability Statement

If you offer free milk to eligible students, please skip this section.

In the applicable box, please describe the procedures your agency uses to count the number of milks served each day, and to maintain records of the number of milks served. This count must be taken at the point of service. If your agency only operates at one of the listed grade levels, you can leave the others blank.

If you have a non-pricing plan, or a pricing plan with no free milk option, you can scroll to the bottom of the screen and click "Continue".

Sample Screen 10.1 For Schools with "Non-Pricing Plan" or "Pricing Plan" with NO free milk ONLY

**Special Milk Program 2012-2013 Application
Policy Statement**

139999 - Test Agency

The School Food Authority assures the State Department of Public Instruction that milk served under the Special Milk Program will be the same for and served in the same manner to all children wishing to participate in the program in all schools in which the program is offered and that the milk shall be provided without physical segregation of or discrimination against any child because of race, sex, color, national origin, age, or disability.

Milk Accountability System

*For agencies who selected EITHER "Non-Pricing Plan" or "Pricing Plan" with NO free milk option (all students pay the same fee).
If you offer free milk to eligible students, please skip this section.*

TO ENSURE AN ACCURATE DAILY COUNT of all milk served in the Special Milk Program, the following record keeping methods and procedures will be used to obtain the number of half-pints of milk served to students as reported on the monthly reimbursement claims. **Records based on enrollment or attendance are not acceptable.**

Describe fully the procedures used to obtain a daily **point of service** milk count and to maintain such records at each school.

In Elementary Schools:

In Junior High and Middle School:

In Senior High School:

If you do NOT offer free milk, please skip to Schedule "A" on page 17

Schools offering free milk, continue to next page...

Part 2: Money Collection and Ticket Issuing Procedures

See Sample Screen 10.2, below

For each grade level, please describe how the agency protects the identity of children eligible for free milk, and the procedures for students to pay for their milk without overtly identifying students who are eligible for free milk. If your agency only operates at one of the listed grade levels, you can leave the others blank.

Sample Screen 10.2 – For schools offering free milk to eligible children

Money Collection and Ticket Issuing Procedures	
<i>For agencies who selected "Pricing Plan" and offer free milk to eligible students. If you do not charge students for milk or do not offer free milk to eligible students, please skip this section</i>	
TO PROTECT THE IDENTITY of the children receiving free milk as determined under the established eligibility guidelines, the following methods and procedures for collecting money from the paying children will be implemented by the school authorities in all schools participating under the School Food Authority's jurisdiction. Also noted is the method whereby students will receive their milk each school day without overtly identifying the free milk recipients. Describe fully the money collection/ticket issuing procedures that will be implemented.	
In Elementary Schools:	<div></div>
In Junior High and Middle School:	<div></div>
In Senior High School:	<div></div>

Part 3: Milk Accountability Procedures

See Sample Screen 10.3, next page

For each grade level, please describe the procedures your agency uses to count the number of milks served each day, to maintain records of these counts, and for recording the number of milks served both to students paying full price and students receiving free milk. The count must be taken at point of service, and cannot overtly identify children who receive free milk.

Sample Screen 10.3– For schools offering free milk to eligible children

Milk Accountability Procedures	
For agencies who selected "Pricing Plan" and offer free milk to eligible students. If you do not charge students for milk or do not offer free milk to eligible students, please skip this section	
TO ENSURE AN ACCURATE DAILY COUNT of all milk actually served in the Special Milk Program, the following recordkeeping methods and procedures will be used to substantiate the number of half-pints of milk served to students paying or receiving milk free each day. (Counts obtained from ticket sales or a free milk count based on the number of approved needy applications are not acceptable methods for obtaining actual milk consumption records for reimbursement claims.) Describe fully the procedures used to obtain and maintain an accurate daily record (point of service) of milk consumed by students pay-ing the full price and those receiving free milk.	
In Elementary Schools:	
<div></div>	
In Junior High and Middle School:	
<div></div>	
In Senior High School:	
<div></div>	


Part 4: Officials

See Sample Screen 10.4, below

1. Hearing Official may be called upon to hear possible complaints or appeals on application determination or verification process results and possible discrimination in the operations of the program. The Hearing Official *should not* be a subordinate of the person serving as the Determining Official. The Hearing Official *may not be* the same person as the Determining Official.
2. Determining Official reviews the initial free/reduced price meals applications, determines if the students are eligible for free or reduced price meals, and notifies the household of the determination.

Sample Screen 10.4– For schools offering free milk to eligible children

This section is required for schools that select the "Pricing Plan" option and offer free milk to eligible students. If you do not charge students for milk or do not offer free milk to eligible students, you do not need to fill out this section	
Hearing Official Name - Not involved in original determination or verification	Determining Official Name - Individual(s) determining eligibility
Title <input type="text" value="None"/>	Title <input type="text" value="None"/>
First Name <input type="text"/>	First Name <input type="text"/>
Last Name <input type="text"/>	Last Name <input type="text"/>
Address <input type="text"/>	
City <input type="text"/> Zip <input type="text"/>	

 **CONTINUE**

Once you have updated all of your agency's information, click the "Continue" button.

Schedule “A” – Participating Sites

1. You will need to enter details about each site within the agency that participates in the Special Milk Program.
2. When you first enter your contract, Schedule A will look like this:

Sample Screen 11 – Schedule A for new contract

**Special Milk Program 2013-2014 Application
Schedule A - Participating Site(s)**

139999 - Test Agency

List each school/site participating in the Special Milk Program covered by this application. Select the site by clicking on the site number and provide/update site contract information. Follow the same process for all site(s) your Agency wants to bring on the program. To 'Add' a new site to the contract, click the 'New Record' button and follow the instructions.

Site No. **Site Name**

NEW RECORD **CONTINUE**

[General Information] [Policy Statement]

3. Select “New Record” to enter your first site. If this is your first time entering your contract online, none of the data fields will be filled. If you are returning to edit your contract, the information you had previously entered will be saved.

Sample Screen 12 – Site Application

**Special Milk Program 2013-2014 Application
Schedule (A) - Site Application**

139999 - Test Agency

General Information: Enter numbers like Zip, Phone without hyphen or dashes.

Site Name: The Main School Phone: 1234567891
Street Address: 123 Main Street City: Milwaukee State: Wisconsin Zip: 12222
Site Program Start Date: 8 / 23 / 2013 [MM/DD/YYYY]
Site Program End Date: 5 / 23 / 2014 [MM/DD/YYYY]

Grades/Serving Estimate Information:
(Provide information based on your type of agency. If you are school you do not provide information in column 2, and vice versa.)

1. Grades in Building (Only Applicable to School) OR 2. Estimated No. to be Served Per Day (Only applicable to Nonschool Sponsors)
From: Kindergarten To: Eighth Grade Children Under 19 Served Per Day: 0
Adults Served Per Day: 0

Check all USDA Program in which this site participates:

☒ None
☐ National School Lunch Program
☐ Child and Adult Care Food Program
☐ Summer Food Service Program
☐ School Breakfast Program

BACK **SAVE** **DELETE**

[General Information] [Policy Statement] [Site(s) Listing]

4. General Information: Enter the information for this particular site of your agency. Enter the start and end dates for the program *for this site*. You will enter each site separately.
5. Grades/Serving Estimate Information: In Column 1, select the grade levels in this site location. Leave Column 2 blank.

6. Other USDA programs: Select any other programs that this site participates in.

Schools: If your agency participates in the National School Lunch Program, you will need to exit this contract, and complete your Special Milk Program contract as part of your NSLP contract.

7. Once you have finished filling in the information on this page, click the “Save” button. This will return you to Schedule A, where you will now see a list of the sites you entered:

Sample Screen 13– Schedule A, with site list

Special Milk Program 2013-2014 Application Schedule A - Participating Site(s)		
139999 - Test Agency		
List each school/site participating in the Special Milk Program covered by this application. Select the site by clicking on the site number and provide/update site contract information. Follow the same process for all site(s) your Agency wants to bring on the program. To 'Add' a new site to the contract, click the 'New Record' button and follow the instructions.		
Site No.	Site Name	
20219	The Main School	NEW
 		
[General Information] [Policy Statement]		

8. Additional Sites: If your agency has more than one site, you will need to repeat this process for each site.
9. Deleting a Site: If you need to delete a site (for example, if one site has closed), click on the name of the site to access it, and then click the “Delete” button at the bottom of the page.
10. When you have entered all of your sites, click the “Continue” button at the bottom of Schedule A. This will bring you to Certification.

Certification

At the Certification, you are asked to agree that the information in your contract is truthful and in compliance with Federal regulations.

Sample Screen 14– Certification

WISCONSIN DEPARTMENT OF
PUBLIC INSTRUCTION

Home-Day Care School Nutrition Program Community Nutrition Program Summer Food Program Special Milk Program Other Services Logout

Home Submit Contract


**Special Milk Program 2013-2014 Application
Contract and Agreement Certification**

139999 - Test Agency

CERTIFICATION

- I certify that the information within this application is true and correct to the best of my knowledge and that the applicant herein named is in compliance with the audit requirement stated in 7 CFR Part 3052.
- I understand that this information is being given in connection with the receipt of federal funds and that deliberate misrepresentation or withholding of information may subject me to prosecution under applicable State and Federal criminal statutes.
- I agree to abide by the terms and conditions of the Contract and Agreement

☐ **I agree to Certification**

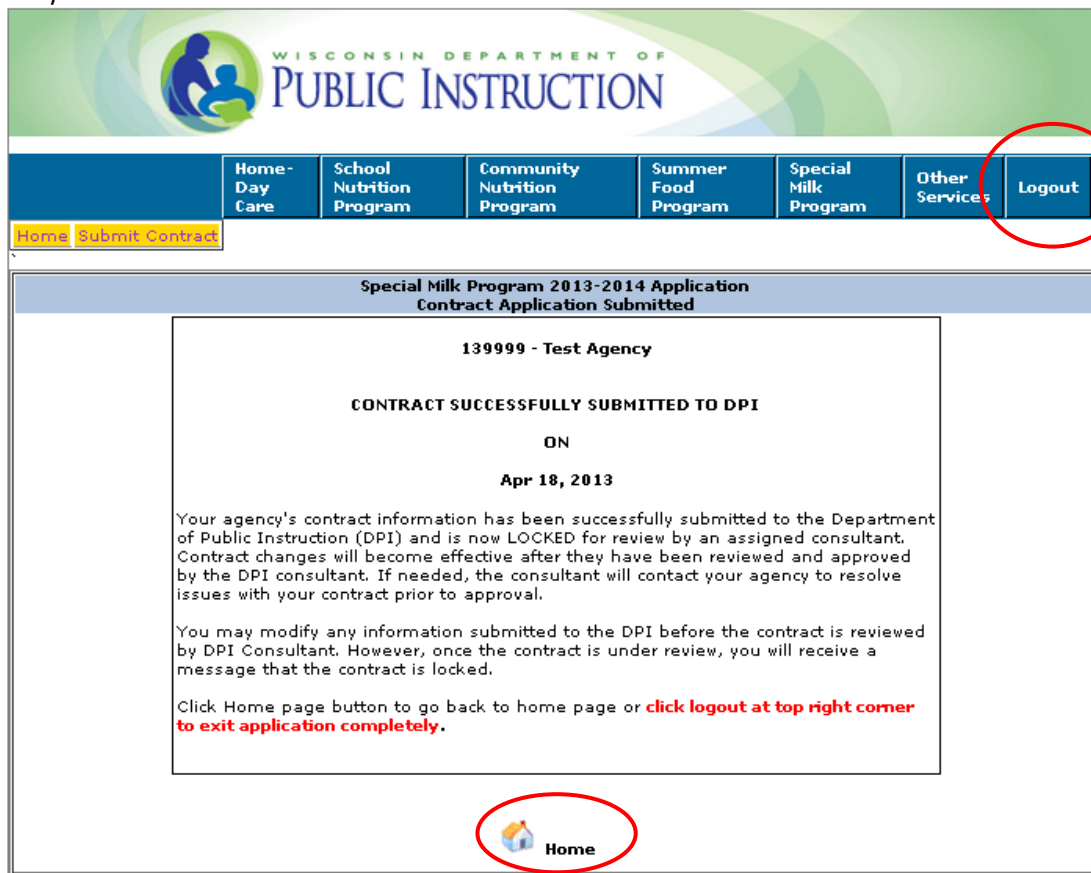
 **Submit**

[\[General Information\]](#) [\[Policy Statement\]](#) [\[Site\(s\) Listing\]](#)

If you agree, you will need to check the box that says “I agree to Certification”, and then you are ready to submit your contract by clicking on “Submit”.

Confirmation

Once you have clicked “Submit,” you will receive a Confirmation screen that will look like this:
Sample Screen 15– Confirmation



1. You may wish to print this for your records.
2. Click “**Home**” to return to the Menu for further modifications.
3. Click on the blue “**Logout**” button at the top right to exit the FNS system.
4. At any point (until DPI begins approving your contract), you may log in and make changes to your contract. Once your contract is approved, you may also make changes at any point. Make sure you follow the contract through until the end and submit it to DPI; otherwise changes will not be saved.

Troubleshooting

1. If you forget your password: Contact the DPI Federal Aids and Audit Section (FAAS) for assistance: Jacque Jordee at 608-267-9134 or jacqueline.jordee@dpi.wi.gov.
2. To change your password: Contact the DPI Federal Aids and Audit Section (FAAS) for assistance: Jacque Jordee at 608-267-9134 or jacqueline.jordee@dpi.wi.gov. Changing this password will change the password for all related child nutrition applications including claims for reimbursement, ordering USDA Foods, contract access, etc. If you change your agency's password, you will need to notify other staff in your agency who need to use those functions of the new password.
3. To return to a prior page/screen, click on one of the links at the bottom of the screen. The name of the link will tell you what screen you will go to. These links are in a horizontal row at the bottom of the screen and are a different color than the regular printing on the entry pages. If you click on the "Back" icon at the top of the screen, your data will *not* be saved from the screen you are currently on.
4. To print your contract, you will need to print each screen, either as you go through and enter the information, or by logging in again and going through and printing each screen. Remember to print the Site Application for each site.
5. Exiting the program: To exit the contract system, click the "Logout" button. This button is part of the blue bar at the top of the screen, on the far right.
6. Prior to contacting DPI with questions related to entering data on your contract, please be prepared to answer the following questions:
 - a. What is your agency code?
 - b. What information are you trying to enter? (**Example: "School Contract"**)
 - c. What screen are you viewing? (**Example: "1st entry screen", "Schedule A", "School specific information"**)
 - d. What page/s in this manual are you referring to? Page numbers are listed at the bottom-center of each manual page.
 - e. Be sure you have the manual with you when you call, so that you can note the answer to your question in the manual for future reference.
7. Making changes to your contract: You can access and update your contract online at any time. Remember to click the "Continue" or "Save" button at the bottom of each screen, and to submit the contract at the end of the process to make sure your updates will be sent to the School Nutrition Team for approval.
8. Contacting the School Nutrition Team:
If you have questions concerning the SMP contract or regulations, please contact the Nutrition Program Consultants listed below.

Emily V. Montemurro, RDN, CD, Nutrition Program Consultant
Phone: 608.267.9283
E-Mail: emily.montemurro@dpi.wi.gov

Katherine Pike, RDN, CD, Nutrition Program Consultant
Phone: 608.266.2410
E-Mail: katherine.pike@dpi.wi.gov

Lizzie Severson RDN, CD, Nutrition Program Consultant
Phone: 608.267.9233
E-Mail: elizabeth.severson@dpi.wi.gov

Department of Public Instruction
School Nutrition Team
125 S. Webster Street
Madison, WI 53707
608-267-9228 (phone)
608-267-0363 (fax)

Appendix A – SMP Contract Agreement – All Agencies

The following is the contract to which you are agreeing through this online application. Please note all the applicable terms and conditions.

This Agreement/Policy Statement is permanent and is between the School Food Authority (SFA) and the Wisconsin Department of Public Instruction (DPI). The SFA agrees to administer the Special Milk Program approved in its contract in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA) and DPI. The applicable regulations are 7 CFR 215 (Special Milk Program) and applicable procurement regulations stipulated in the aforementioned program and applicable procurement regulations contained in 7 CFR 3016 (public SFAs) including all of subsection 3016.36 titled procurement or contained in 7 CFR 3019 (private nonprofit SFAs) including all of subsections 3019.40 – 3019.48 titled procurement standards.

For Special Milk Program covered by this Agreement, the SFA and DPI agree as follows:

THE DEPARTMENT AGREES TO:

1. Reimburse the SFA, to the extent of available funding, for milk meeting prescribed nutritional requirements served to children attending the schools participating in the Special Milk Program covered by this Agreement. The amount of reimbursement during any fiscal year shall be paid in accordance with the allowable rates established by USDA regulations.
2. Promptly notify the SFA in writing of any change in the nutrition standards or the assigned rates of reimbursement.

THE SCHOOL FOOD AUTHORITY AGREES TO:

Comply with all requirements of 7 Code of Federal Regulations (CFR) Part 215 - Special Milk Program, including those resulting from the Healthy Hunger Free Kids Act (HHFKA) of 2010 that pertain to the Special Milk Program. If selecting the free milk pricing option*, comply with Part 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools. As prescribed, school food authorities contracting with DPI to participate in the Special Milk Program will:

1. Implement the program in schools and sites approved by DPI on Schedule A of the on-line contract, supervise the milk service and accept financial and administrative responsibility for the program operations.
2. Follow pricing plan option selected on the on-line contract: (1) Non-pricing – no student charge (2) Pricing plan – all students pay set charge or (3) Pricing plan - free milk* will be provided to eligible children.
3. Encourage consumption of milk by making maximum use of the federal reimbursement payments to lower, or reduce to zero wherever possible, the price per half-pint which children pay for milk.
4. If electing to provide free milk*, serve milk free to all eligible children at times that milk is made available to non-needy children under the Program and make no discrimination against any needy children because of inability to pay.
5. Serve fluid milk consistent with the most recent Dietary Guidelines for Americans which recommend that persons over age two should consume fat-free or low-fat (1%) fluid milk. For children over two years of age, offer milk from the following list: fat-free milk; low-fat (1%)

milk; fat-free or low-fat lactose reduced milk; fat-free or low-fat lactose-free milk; fat-free or low-fat buttermilk; or fat-free or low-fat acidified milk. Milk may be flavored or unflavored and there is no variety requirement.

6. Claim reimbursement only for pasteurized fluid milk types, as specified above, which meet state and local standards for milk in the schools listed on Schedule A of the on-line contract. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration.
7. Exclude milk served to adults and any non-eligible children when submitting claims.
8. Submit claims for reimbursement in accordance with procedures established by the DPI. It is recommended that claims be submitted by the 15th of the month following the month of service but no later than 60 days following the last day of the full month covered by the claim. Failure to submit accurate claims may result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program. Failure to submit accurate claims due to embezzlement, willful misapplication of funds, theft or fraudulent activity will result in penalties prescribed by federal regulations.
9. Maintain a nonprofit milk service and use all income for program purposes, except that such income shall not be used to purchase land, acquire or construct buildings.
10. Maintain full and accurate records of Special Milk Program, including, but not limited to, program income and expenditures, net cash resources for each school year, beginning and ending cash balance for each school year, the total number of half-pints of milk purchased, a count taken at the point of service of the number of half-pints served to eligible needy children (if electing to provide free milk)* and to paying children, and maintain such records for a period of three years after the fiscal year to which they pertain except that if audit findings or investigations have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit or investigation.
11. Upon request, make all records pertaining to the Special Milk Program available to the DPI and USDA for audit, investigation or administrative review at a reasonable time and place.
12. Retain individual applications for free milk* submitted by families for a period of three years after the fiscal year to which they pertain except that if audit findings or investigations have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit or investigation.
13. Provide adequate storage and proper refrigeration for all milk within a temperature range of 35 to 41 degrees F from delivery until it is served. Meet other food safety requirements as deemed necessary by DPI and USDA including, but not limited to, monitoring temperatures of refrigeration units on school premises, maintaining temperature logs of these units on days school is in session and taking appropriate corrective action whenever temperatures register above 41 degrees F.
14. Establish a local school wellness policy.
15. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject

to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the program applicant and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the DPI.

**Applicable only when School Food Authority elects to provide milk free to eligible needy child as the pricing plan option in the "Milk Plan Information" of the annual on-line contract.*

THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

1. The annual on-line contract shall be made a part of this Agreement and Policy Statement.
2. The terms of this Agreement shall not be modified or changed in any way other than by consent in writing of both parties.
3. Schools or sites may be added or deleted from Schedule A of the annual on-line contract as need arises, and shall be effective only after approval from DPI.
4. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
5. The DPI may renew this Agreement for each school year thereafter, as soon as practicable after funds have been appropriated by Congress for carrying out the purposes of the National School Lunch Act and the Child Nutrition Act of 1966 during each fiscal year. However, this Agreement may be terminated upon 10 days written notice on the part of either party. The DPI may terminate this Agreement immediately if the SFA is found to be out of compliance with the terms and conditions of this Agreement. Any termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Any termination or expiration of this Agreement, however, shall not affect the obligation of the SFA to maintain and retain records and to make such records available for audit.
6. For purpose of this agreement the following terms are defined:
 - a. *Child with a Disability:* Any child who has a mental or physical impairment as defined in S 15b.3 of USDA nondiscrimination regulations (7CFR, Part 15b).
 - b. *Cost of Milk:* The net purchase price paid by the SFA to the milk supplier for milk delivered to the schools. This does not include any amount paid to the milk supplier for serving, rental or installment purchase of milk service equipment.
 - c. *Needy Children:* Children who attend schools participating in the Program and who meet the eligibility criteria for free milk approved by the USDA *Special Milk Program:* The school milk program authorized by Section 3 of the Child Nutrition Act of 1966, as amended, and implemented pursuant to 7CFR, Part 215.
 - d. *Net cash resources:* All monies, as determined in accordance with DPI's established accounting system that are available to or have accrued to a school food authority's nonprofit

school food service at any given time, less cash payable. Such monies may include, but are not limited to, cash on hand, cash receivable, earnings on investments, and cash on deposit.

- e. *Nonprofit Milk Service:* Milk service maintained by or on behalf of the SFA for the benefit of the children, all of the income from which is used solely for the operation or improvement of such milk services.
- f. *Point of Service:* That point in the milk service operation where a determination can accurately be made that a reimbursable free or paid half-pint of milk has been served to an eligible child.
- g. *Revenue:* All monies received by or accruing to the nonprofit milk service in accordance with the DPI's established accounting system including, but not limited to, children's payments, earnings on investments, other local revenues, state revenues, and federal cash reimbursements.
- h. *School:* An educational unit of high school grade or under operating under public or nonprofit private ownership in a single building or complex of buildings. The term "high school grade or under" includes classes of preprimary grade when they are conducted in a school having classes of primary or higher grade, or when they are recognized as a part of the educational system in the state, regardless of whether such preprimary grade classes are conducted in a school having classes of primary or higher grade.
- i. *School Food Authority:* The governing body responsible for the administration of one or more schools and which has the legal authority to operate a nonprofit milk service.
- j. *Service Costs:* Direct expenses incurred by the SFA in connection with the safe handling and service of milk. This may include straws, napkins and expenses incident to the acquisition or rental of necessary milk service equipment.

POLICY STATEMENT - FREE MILK ELIGIBILITY
For School Agencies Selecting Pricing Plan b. on On-line Contract

The SFA accepts responsibility for providing free milk to eligible children in the schools noted on Schedule A of the on line contract. It assures the DPI that the policy will be uniformly applied and implemented in all participating schools under its jurisdiction. In fulfilling these responsibilities the SCHOOL FOOD AUTHORITY (SFA):

- A. Agrees to serve free milk, as applicable, to children from households whose income is at or below the family size income scale on the USDA's Income Eligibility Guidelines for the current school year.
- B. Agrees that there will be no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of milk. The names of the children eligible to receive free milk shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets or any other means. Further assurance is given that children eligible for free milk shall not be required to:
 - 1. Work for milk.
 - 2. Use a separate milk service area.
 - 3. Go through a separate serving line.
 - 4. Enter the serving area through a separate entrance.
 - 5. Drink milk at a different time.
 - 6. Drink milk different from the one sold to children paying the full price.
- C. Agrees that, in the operation of school nutrition programs, no child shall be discriminated against because of race, sex, color, national origin, age, or disability.

- D. Agrees to designate certain individual(s) as **Determining Official** to review applications and make determinations of eligibility using criteria outlined in this policy and to designate an individual as the **Hearing Official** to hear complaints or appeals on application determination and possible discrimination in the operations of the program. Such official(s) will be designated on the on-line contract and will use the criteria outlined in this policy to determine which individual children are eligible for free milk.
- E. Agrees to establish and use a fair hearing procedure under which: 1) a household can appeal a decision made by the SFA with respect to the household's free milk application; and 2) the SFA can challenge the continued eligibility of a child for free milk. During the appeal and hearing, the child who was determined to be eligible based on the face value of the application submitted will continue to receive free milk. Prior to initiating the hearing procedure, the school official, the parent(s) or guardian may request a conference to provide an opportunity for the parent(s) or guardian and school official(s) to discuss the situation, present information, obtain an explanation of the data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following for both the household and the SFA:
1. A simple, publicly announced method to make an oral or written request for a hearing.
 2. An opportunity to be assisted or represented by an attorney or other person.
 3. An opportunity to examine, prior to and during the hearing, any documents and records presented to support the decision under appeal.
 4. Reasonable promptness and convenience in scheduling a hearing and adequate notice is given as to the time and place of the hearing.
 5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
 6. An opportunity to question or refute any testimony or other evidence and to confront and cross examines any adverse witnesses.
 7. A hearing conducted and a decision made by a hearing official who did not participate in the decision under appeal or any previously held conference.
 8. A decision of the hearing official that is based on the oral and documentary evidence presented at the hearing and made a part of the hearing record.
 9. That the parties concerned and any designated representative thereof shall be notified in writing of the decision of the hearing official.
 10. That a written record shall be prepared with respect to each hearing, which shall include the challenge or the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official, including the reasons thereof, and a copy of the notification to the parties concerned with the decision of the hearing official.
 11. That the written record of each hearing shall be preserved for a period of three years after the close of the school year to which they pertain. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during that period.
- F. Agrees to continue free milk benefits to a child when the household requests a fair hearing while the household awaits the hearing and decision.
- G. Households that are denied benefits upon application shall not receive free milk benefits.

- H. Agrees to submit to the DPI any alterations to the annual prototype free milk application before distribution to households. Such changes will be effective only upon DPI approval.
- I. Agrees to develop and distribute to each child's parent(s) or guardian a letter as outlined in the Policy Statement. In addition, an application form for free milk shall be distributed with the parent letter at or about the beginning of each school year or whenever there is a change in eligibility criteria. The letter to parents with the free milk application attachment shall include the income eligibility guidelines for free milk.
- J. Interested parents or guardians are responsible for filling out the application and returning it to the school for review. Such applications and documentation of determinations made will be maintained for a period of 3 years following the end of the school year to which they pertain.
- K. Applications must only require the last four digits of the parents or guardians social security number. The word "none" in place of the digits is acceptable for those without a social security number.
- L. Applications may be filed at any time during the year. Parents or guardians enrolling a child in a school for the first time shall be supplied with appropriate free milk application materials regardless of the time of year the child is registered. If a child transfers from one school to another under the jurisdiction of the same SFA, his/her eligibility for free milk will be transferred to and honored by the receiving school.
- M. Parents or guardians will be promptly notified of the acceptance or denial of their application(s). Parents of students determined through direct certification to be eligible for free milk shall be notified of free meal benefits using the prototype provided by DPI unless otherwise approved by DPI.
- N. Children under the legal responsibility of a foster care agency or court are eligible for free meal benefits, regardless of income. Foster children may be certified as eligible without a household application with proper documentation from local or state placement agencies. Households with foster children and non-foster children may choose to include the foster child as a household member, as well as any personal income available to the foster child, on the same application that includes their non-foster children.
- O. Children will be served milk immediately upon the establishment of their eligibility.
- P. All children from an eligible household will receive the free milk benefits.
- Q. When an application is rejected, parents or guardians will be provided written notification which shall include: 1) the reason for the denial of benefits, e.g., income in excess of allowable limits or incomplete application; 2) notification of the right to appeal; 3) instructions on how to appeal; and 4) a statement reminding parents that they may reapply for free milk benefits at any time during the school year.
- R. The reasons for ineligibility shall be properly documented and retained on file at the SFA level.
- S. Agrees to submit a public/press release containing the free eligibility guidelines and all other information outlined in the parent letter, to the local news media, local unemployment offices and major employers contemplating or experiencing large layoffs.
- T. Agrees to submit to the DPI any alterations of public announcements before release. Such changes will be effective only upon approval. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.
- U. Agrees to establish a procedure to collect money from children who pay for their milk and to account for the number of half-pints of free milk and full price milk served. The procedures described in the on-line contract will be use so that no other child in the school will consciously be made aware by such procedure of the identity of the children receiving free milk.
- V. The following materials on the DPI's website shall be considered part of this policy:

- Family Income Scale for current school year.
- Letter to Households
- Application for free milk
- Notification to Households
- Public Release

Debarment and Suspension

The SFA will comply with 7 CFR Part 3017, Subparts A-E, Government-wide Debarment and Suspension (Nonprocurement). The SFA will not enter into contracts with debarred, suspended or voluntarily excluded entities until such time as the debarment, suspension or voluntarily exclusion is lifted. In procurement transactions equaling or exceeding \$25,000, the SFA agrees to verify that the person with whom it is intended to do business is not excluded or disqualified by (a) checking the Excluded Parties List System maintained by the General Services Administration; or (b) collecting a certification from that person; or (c) adding a clause or condition to the procurement transaction with that person.

Lobbying

The SFA will comply with the 7 CFR Part 3018, New Restrictions on Lobbying and certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit to DPI the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The language from the above two paragraphs will be included in the award documents for all covered subawards exceeding \$150,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

Changed and New Statutes, Regulations, Instructions, Policy Memoranda, and Guidance

By continuing to operate the covered programs after the enactment or issuance of any changed and new statutes and regulations applicable to the programs covered by this agreement and any changed and new instructions, policy memoranda, guidance, and other written directives interpreting these statutes and regulations, the SFA agrees to comply with them. If the SFA does not wish to comply with any changed or new items, the SFA must seek to terminate this agreement.

Equal Employment Opportunity

SFA shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

Contract Work Hours and Safety Standards Act;

SFA shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each SFA shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act and the Federal Water Pollution Control Act

SFA shall comply with Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended if and when the amount of this contract and/or subgrants are in amounts in excess of \$150,000; if and when this amount is met or exceeded, SFA will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).